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SERVICING AGENT FOR SILVER STATE FINANCIAL SERVICES, DBA
SILVER STATE MORTGAGE, its successors and/or assigns

E-Filed on 2/6/09

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re	Bk-S-08-18680-MKN Chapter 13
GRANT C. WILKES AND DEANNA L. SISSON,	ORDER ON STIPULATION GRANTING ADEQUATE PROTECTION
Debtor(s).	

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The parties having agreed to the terms set forth in the Stipulation Granting Secured Creditor Adequate Protection are bound by the terms of their stipulation, which shall be the Order of this Court. Any pending hearing on Movant's Motion for Relief From the Automatic Stay in the above-entitled case is hereby vacated.

APPROVED/DISAPPROVED

APPROVED/DISAPPROVED

GEORGE HAINES
DEBTOR(S) ATTORNEY

KATHLEEN A. LEAVITT
TRUSTEE

ALTERNATIVE METHOD re: RULE 9021:

In accordance with LR 9021, counsel submitting this document certifies as follows (check one):

- ☐ The court has waived the requirement of approval under LR 9021.
- ☐ No parties appeared or filed written objections, and there is no trustee appointed in the case.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and any trustee appointed in this case, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:
- ☐ Approved. - Debtor(s)/Debtor(s)' Attorney/Trustee
- ☐ Disapproved. - Debtor(s)/Debtor(s)' Attorney/Trustee
- ☐ Failed to respond. - Debtor(s)/Debtor(s)' Attorney/Trustee

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The parties having agreed to the terms set forth in the Stipulation Granting Secured Creditor Adequate Protection are bound by the terms of their stipulation, which shall be the Order of this Court. Any pending hearing on Movant's Motion for Relief From the Automatic Stay in the above-entitled case is hereby vacated.

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- ☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and any trustee appointed in this case, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:
- ☒ Approved. - Debtor(s)/Debtor(s)' Attorney and Trustee
- ☐ Disapproved. - Debtor(s)/Debtor(s)' Attorney/Trustee
- ☐ Failed to respond. - Debtor(s)/Debtor(s)' Attorney/Trustee

###

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E-Filed on 2/6/09

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9 SERVICING AGENT FOR SILVER STATE FINANCIAL SERVICES, DBA
SILVER STATE MORTGAGE, its successors and/or assigns
10 UNITED STATES BANKRUPTCY COURT

11 DISTRICT OF NEVADA

12 In re
13 GRANT C. WILKES AND DEANNA L.
14 SISSON,

Bankruptcy Case No. Bk-S-08-18680-MKN
Chapter 13

STIPULATION GRANTING ADEQUATE
PROTECTION

15
16 Debtor(s).
17

18 This Stipulation is entered into by and between the Secured Creditor,grp Financial Services
19 Corporation, as Servicing Agent for Silver State Financial Services, DBA Silver State Mortgage, its
20 successors and/or assigns (hereinafter "Movant"), and Grant C. Wilkes and Deanna L. Sisson
21 (hereinafter "Debtors") by and through their respective attorneys of record.

22 The property which is the subject of this matter is commonly known as 1690 Palomino Dr.,
23 Henderson, Nv 89015 (hereinafter "Real Property"), which is more fully described as follows:

24 SEE LEGAL DESCRIPTION ATTACHED HERETO AS
25 EXHIBIT A AND MADE A PART HEREOF.

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1 THE PARTIES STIPULATE AS FOLLOWS:

2 1. Debtors shall tender regular monthly payments in the amount of \$ 2,109.69 to
3 Movant, which amount is subject to change, pursuant to the terms of the subject Note (the "Note"),
4 commencing February 1, 2009, and continuing until all such outstanding amounts under the Note
5 are to be paid in full.

6 2. The post-petition arrearages are calculated as follows:

7 11/1/08-1/1/09	3 payments @ \$2,109.69	\$6,329.07
8 11/1/08-12/1/08	2 late charges @ \$94.50	189.00
9 Attorneys' Fees and Costs		<u>400.00</u>
10 Total Arrearages		\$6,918.07

11 3. In addition to regular monthly payments, Debtor shall also tender payments to Movant
12 in the sum of \$1,153.01, commencing February 15, 2009, and continuing through and including July
13 15, 2009, when all post-petition arrearages due and owing under the Note, in the current sum of
14 \$6,918.07, are paid in full. Payments are to be remitted to: GRP Financial Services Corporation, 445
15 Hamilton Avenue, 8th Floor, White Plains, NY 10601

16 4. Debtors shall maintain real property taxes and real property hazard insurance paid
17 current for the Real Property, and provide proof of said insurance to Movant on a timely basis.

18 5. Debtors shall comply with the terms and conditions of their Chapter 13 Plan with
19 respect to the payments to the Chapter 13 Trustee.

20 6. In the event of any future default on any of the above-described provisions, inclusive
21 of this Order, Movant shall provide written notice to Debtors at 1690 Palomino Dr., Henderson, NV
22 89002, and to Debtors' attorney of record, George Haines, at Haines & Krieger, L.L.C., 1020 Garces
23 Ave., Ste 100, Las Vegas, NV 89101, indicating the nature of the default. If Debtors fail to cure the
24 default with certified funds after the passage of fifteen (15) calendar days from the date said written
25 notice is placed in the mail, then Movant may file an Ex Parte Declaration of Non-Cure and an Order
26 Terminating the Automatic Stay with the court. Upon entry of said Order Terminating the
27 Automatic Stay, the automatic stay shall be immediately terminated as to Movant, and Movant may
28 proceed to foreclose its security interest in the Real Property under the terms of the Note and Deed

1 of Trust and pursuant to applicable state law and thereafter commence any action necessary to obtain
2 complete possession of the Real Property without further order or proceeding of this Court.

3 7. The acceptance by Movant of a late or partial payment shall not act as a waiver of
4 Movant's right to proceed hereunder.

5 8. In the event that the Debtors default under this Stipulation and Movant forwards a
6 15-day letter to Debtors, they shall be required to tender \$100.00 for each default letter submitted
7 in order to cure the default.

8 9. In the event that Movant is granted relief from the automatic stay, the parties hereby
9 stipulate that the 10-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

10 10. Movant shall comply with the above provisions as to the first three (3) defaults. Upon
11 the fourth (4th) default, under the above-described provisions, Movant shall immediately be entitled
12 to file an Ex Parte Declaration of Non-Cure and an Order Terminating Automatic Stay with the court
13 as to Movant. Upon entry of said Order Terminating Automatic Stay, the automatic stay shall be
14 immediately terminated as to Movant, and Movant may proceed to foreclose its security interest in
15 the Real Property under the terms of the Note and Deed of Trust and pursuant to applicable state law
16 and thereafter commence any action necessary to obtain complete possession of the Real Property
17 without further order or proceeding of this Court.

18 11. In the event this case is converted to a Chapter 7 proceeding the Automatic Stay shall
19 be terminated without further notice, order, or proceedings of the court. If the Automatic Stay is
20 terminated as a matter of law, the terms of this Order shall immediately cease in effect and Movant
21 may proceed to enforce its remedies under applicable non-bankruptcy law against the property and/or
22 against the Debtors.

23 12. Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, Kathleen A.
24 Leavitt.

25 13. Any notice that Movant shall give to Debtors, or attorney for Debtors, pursuant to this
26 Order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15
27 U.S.C. §1692.

28 /././

14. Upon disposition of collateral Movant will amend or delete its Proof of Claim and provide Trustee with the notice of same.

15. The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by court order or by operation of law, the foregoing terms and conditions shall cease to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Real Property and/or against the Debtors.

IT IS SO STIPULATED:

DATED: 2/6/09

/s/ Eddie R. Jimenez
4375 Jutland Drive, Suite 200
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(702) 413-9692
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Attorney for GRP FINANCIAL SERVICES
CORPORATION, AS SERVICING AGENT FOR
SILVER STATE FINANCIAL SERVICES, DBA
SILVER STATE MORTGAGE, its successors and/or
assigns

DATED: _____

GEORGE HAINES
Attorneys for Debtors

DATED: _____

KATHLEEN A. LEAVITT
Chapter 13 Trustee

1 14. Upon disposition of collateral Movant will amend or delete its Proof of Claim and
2 provide Trustee with the notice of same.

3 15. The foregoing terms and conditions shall be binding only during the pendency of this
4 bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by court
5 order or by operation of law, the foregoing terms and conditions shall cease to be binding and
6 Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Real
7 Property and/or against the Debtors.

8 IT IS SO STIPULATED:

9 DATED: _____

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Attorney for GRP FINANCIAL SERVICES
CORPORATION, AS SERVICING AGENT FOR
SILVER STATE FINANCIAL SERVICES, DBA
SILVER STATE MORTGAGE, its successors and/or
assigns

15 DATED: 1/12/09

GEORGE HAINES
Attorneys for Debtors

18 DATED: 2.3.09

KATHLEEN A. LEAVITT
Chapter 13 Trustee

Escrow No.: 05-09-0368-CG

EXHIBIT "A"

LEGAL DESCRIPTION

LOT SIX (6) OF PEQUEEN SUBDIVISION, AS SHOWN BY MAP THEREOF ON
FILE IN BOOK 17, OF PLATS, PAGE 14, IN THE OFFICE OF THE COUNTY
RECORDER OF CLARK COUNTY, NEVADA.